

Victory Mitsubishi
4070 Boston Road
Bronx, New York 10475

Tel.: 718.515.4600
Fax: 718.515.6905
NYS Dealer Facility No.: 7123426
NYC Dealer Consumer Affairs No.: 2063808

DATE: 06/29/20

AH JEAN FRANCOIS

BUS TEL N/A

RES. TEL

REDACTED

SALESMAN HOUSE SALES REP

REDACTED

subject to the conditions and specifications set forth in this agreement, and to the ADDITIONAL TERMS AND CONDITIONS on the reverse side.

Did you learn about Victory Mitsubishi through:
Radio-TV. ☐ Newspaper ☐ Recommendation ☐

MODEL YEAR 2017	MAKE BMW	MODEL TYPE 5 SERIES	MODEL NO. 175B	<input type="checkbox"/> NEW <input type="checkbox"/> DEMO <input checked="" type="checkbox"/> USED <input type="checkbox"/> LEASE	STOCK NO. 3385
EXTERIOR COLOR GRAY		INTERIOR TRIM		SERIAL NO. WBAJA7C38HG904646	ESTIMATED DELIVERY DATE 05/29/20
IF THE NEW MOTOR VEHICLE HAS NOT BEEN DELIVERED IN ACCORDANCE WITH THIS CONTRACT WITHIN 30 DAYS FOLLOWING THE ESTIMATED DELIVERY DATE, THE CONSUMER HAS THE RIGHT TO CANCEL THE CONTRACT AND TO RECEIVE A FULL REFUND, UNLESS THE DELAY IN DELIVERY IS ATTRIBUTABLE TO THE CONSUMER.					
IMPORTANT NOTICE TO USED CAR BUYER (a) STATE LAW REQUIRES THAT SELLERS OF SECOND HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE. (b) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE. (c) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION. (d) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, N.Y., N.Y. 10004, COMPLAINT PHONE: 311.				COST OF VEHICLE 31,995.00 It is our aim to make you 100% Satisfied, for that reason VICTORY MITSUBISHI relies upon CarFax for the history of all our inventory and I have received a copy VICTORY MITSUBISHI assumes no responsibilities of any previous repair and/or paintwork that might have been performed to the vehicle prior to purchase. When purchasing a used vehicle one should assume previous repairs were made. X _____	
CANCELLATION STATEMENT IF THIS CONTRACT IS CANCELLED BY ME WITHOUT YOUR CONSENT, I UNDERSTAND I SHALL BE LIABLE FOR LIQUIDATED DAMAGES IN ACCORDANCE WITH PARAGRAPH THREE (3) ON REVERSE SIDE.				DEALER INSTALLED EQUIPMENT AND SERVICES 31,995.00	
PREFERENCE STATEMENT IF THE VEHICLE IS NOT IN STOCK OR AVAILABLE LOCALLY THEN PARAGRAPH SIX (6) ON THE REVERSE SIDE AMENDS THIS CONTRACTS. I HAVE READ, HAD EXPLAINED AND UNDERSTAND PARAGRAPH (6). X _____ INITIALS				INTERSTATE (STAR AUTO) 3,000.00	
IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PORTION OF THIS AGREEMENT THEN THIS CONTRACT IS NON-BINDING IN ACCORDANCE WITH REGULATION "Z" UNTIL ALL TRUTH IN LENDING DISCLOSURES HAVE BEEN GIVEN TO AND ARE ACCEPTED BY ME.				TOTAL \$ 34,995.00	
*The optional dealer registration or title application processing fee (\$75.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.				LESS TRADE-IN CREDIT N/A	
PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A if principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle). The principal prior use of this vehicle was a police vehicle _____, a taxicab, _____, a driver education vehicle _____, or a rental vehicle _____.				CASH PRICE \$ 34,995.00	
SALES TAX 8.875 %				\$ 3,105.81	
NYS REQUIRED TIRE RECYCLING FEE (\$2.50 PER TIRE)				\$ N/A	
"Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE *\$75.00."				\$ 75.00	
REGISTRATION FEE (ESTIMATE)				250.00	
INSPECTION FEE				37.00	
OTHER - ITEMIZE				N/A	
TOTAL CASH PRICE DELIVERED				\$ 34,995.00	
LESS DEPOSIT <input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CHARGE				9,000.00	
PLUS BALANCE OWING ON TRADE-IN				N/A	
AMOUNT DUE IN CASH OR CERTIFIED CHECK BEFORE TITLED				\$ 29,462.81	
CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."					
SPECIAL NOTICE TO CONSUMER IF, UNDER THE LAW OF THE STATE OF NEW YORK CONTROLLING THE SALE OF USED MOTOR VEHICLES, YOU SHOULD BE ENTITLED TO A REFUND IN CONNECTION WITH THIS TRANSACTION, THE VALUE OF ANY VEHICLE YOU MAY HAVE TRADED-IN (IF YOU THE SELLER CHOOSES NOT TO RETURN IT TO YOU) SHALL NOT BE THE VALUE LISTED IN THIS DOCUMENT. INSTEAD, THE VALUE WILL BE DETERMINED BASED ON THE NATIONAL AUTO DEALERS ASSOCIATION USED CAR GUIDE WHOLESALERE VALUE OR OTHER GUIDE APPROVED BY THE COMMISSIONER OF MOTOR VEHICLES, AND ADJUSTED FOR MILEAGE, IMPROVEMENTS AND ANY MAJOR PHYSICAL OR MECHANICAL DEFECTS.					

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE TO THE COMMISSIONER OF MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

THE FRONT AND BACK OF THIS CONTRACT COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT. IF THIS CONTRACT IS CANCELLED BY ME WITHOUT YOUR CONSENT, I UNDERSTAND I SHALL BE LIABLE TO YOU FOR LIQUIDATED DAMAGES IN ACCORDANCE WITH PARAGRAPH THREE (3) ON REVERSE SIDE. NEW PLATES WILL NOT BE OBTAINED UNTIL VEHICLE IS PAID FOR IN FULL. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS CONTRACT THE SAME AS IF IT WERE PRINTED ABOVE MY SIGNATURE. I CERTIFY THAT I AM OF LEGAL AGE TO EXECUTE BIDDING CONTRACTS IN THIS STATE.

APPROVED _____
 THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR HIS AUTHORIZED MANAGER
 NYS. FAC. LIC. NO.
 R7099067 - R7099068

SIGNED

BUYER

The above-named Dealership and Customer hereby agree that any dispute or claim arising under or with respect to the sale, purchase or lease transaction relating to the above described motor vehicle may be resolved by arbitration in New York County, New York, in accordance with the laws of the State of New York for agreements made in and to the performed in that State, upon the following terms and conditions:

- Election to Arbitrate Dispute/Forum of Arbitration:** Upon the occurrence of a claim or dispute by or between Dealership and Customer arising from or relating to the sale, purchase or lease of the above-described motor vehicle or the relationship of the parties, regardless of the theory of liability asserted, either party may elect to submit the claim or dispute to resolution through arbitration and, thereafter, such arbitration shall be administered by the American Arbitration Association ("Association") under its Commercial Arbitration Rules. It is the intention of the parties that the claims or disputes subject to arbitration hereunder shall be construed as broadly as permitted by applicable law and shall include, but are not limited to, those arising from or relating to the enforceability of this agreement, the terms and provisions of the sale, lease, or financing agreements, the purchase of insurance, extended warranties, service contracts or other products purchased as an incident to the sale, lease, or financing of the vehicle the performance or condition of the vehicle, or any other aspects of the vehicle and its sale lease or financing, including, without limitation, claims based upon state and/or federal statutes, contract claims, tort claims, fraud claims, damage claims and/or misrepresentations.
- Number and Designation of Arbitrators:** Arbitration shall be held before a single arbitrator appointed by the Association.
- Arbitrators' Decision/Award:** The decision or award of the arbitrators shall be final and binding upon the parties. Any decision or award rendered by the arbitrator may be entered as a judgment or order in any court having jurisdiction.
- Cost of Arbitration:** The Dealership shall advance all of the arbitrators' fees and any arbitration filing fees, which upon the conclusion of the arbitration proceedings, may be assessed against the non-prevailing party in accordance with applicable law. Attorney's fees and other costs and expenses may also be assessed in accordance with applicable law.
- Waiver of Judicial Proceedings, Exclusions and Limitations:** The parties to the agreement further agree that except as set forth hereinabove, each party waives its right to any judicial proceedings. This waiver, and the obligations concerning arbitration set forth above, shall not apply to any small claims action, an action to obtain possession of a vehicle, or to any action to obtain a deficiency judgment after repossession. A "small claims action" shall be any civil action at law which is covered by the State of New York Small Claims Rules and as defined in accordance therewith.
- Succession, Survival, Severability:** This agreement is binding upon and inures to the benefit of Customer and Dealership, as well as their successors, assigns and transferees, and to the officers, employees, agents and affiliates of each of them. This agreement will survive payment of Customer's obligations, and any termination, canceling or performance of the transactions between Customer and Dealer. If any part of this agreement to arbitrate is deemed invalid under applicable law, all other parts will nevertheless remain enforceable. If this agreement to arbitrate is not enforced, the parties agree that trial by jury is nonetheless hereby irrevocably waived.



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SOLD TO FARAH JEAN FRANCOIS
ADDRESS

REDACTED

SALESMAN HOUSE SALES REP

CUST.#

N/A

YESSICA VALLEJO

YEAR	MAKE	MODEL	NEW OR USED	KEY NUMBERS
2017	BMW	5 SERIES	USED	N/A
COLOR		MILEAGE		
GRAY		24,580		
VEHICLE IDENT. OR SERIAL NO.				
WBAJA7C38HG904646				
FACTORY OPTIONS PRIOR USE CERTIFICATION (required by vehicle and traffic law 417-a if the principal prior use of the vehicle was as a police vehicle, taxicab, rental vehicle or driver education vehicle). The principal prior use of this vehicle may have been as: a police vehicle _____, a taxicab _____, a rental vehicle _____, or a driver education vehicle _____.				
DEALER OPTIONS				
MV-50#				
ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.				
A. USED VEHICLE CERTIFICATE OF ADEQUACY "IF THIS MOTOR VEHICLE IS CLASSIFIED AS A USED MOTOR VEHICLE, DEALER NAMED ABOVE CERTIFIES THAT THE ENTIRE VEHICLE IS IN CONDITION AND REPAIR TO RENDER, UNDER NORMAL USE, SATISFACTORY AND ADEQUATE SERVICE UPON THE PUBLIC HIGHWAY AT THE TIME OF DELIVERY."				
IMPORTANT NOTICE TO USED CAR BUYER (A) STATE LAW REQUIRES THAT SELLER OR SECOND HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE. (B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE. (C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION. (D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004, COMPLAINT PHONE: DIAL 311				
USED CAR TRADED				
YEAR	MAKE	MODEL	VEHICLE IDENT. OR SERIAL NO.	
N/A	N/A	N/A	N/A	
BODY				
COLOR N/A				

DATE	INVOICE NO.	STOCK NO.	KEY
06/29/20		3385	1
	Salesman Number		+
DESCRIPTION	COST	ACCT NO.	SALE
PRICE			31,995.00
			-
INTERSTATE (STAR AUTO			3,000.00
N/A			N/A
N/A			N/A
N/A			N/A
N/A			N/A
			-
			-
			-
			-
			-
			-
			-
USED RETAIL			-
USED WHOLESALE			-
RECONDITIONING			-
CAR DEAL NO.			
SALES TAX	8.875 %		3,105.81
LICENSE & TITLE			250.00
N.Y. STATE INSPECTION FEE			37.00
***TIRE DISPOSAL FEE			N/A
*DEALER OPTIONAL FEE FOR PROCESSING - APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE, AND FOR SECURING SPECIAL OR DISTINCTIVE PLATES 91F APPLICABLE.) THIS IS NOT A DMV FEE *\$45.00*			
			75.00
			-
TOTAL CASH PRICE			38,462.81
FINANCING			13,863.19
INSURANCE			N/A
TOTAL TIME PRICE			52,326.00
S E T T L E M E N T	DEPOSIT		9,000.00
	CASH ON DELIVERY		9,000.00
	N/A		N/A
	USED CAR ALLOWANCE PAYMENTS MONTHS DOLLARS 72@ 601.75/MONTH		N/A
TOTAL			29,462.81
PAY OFF BAL. OWING TO FINANCE CO			N/A
INCENTIVE			N/A
CONTRACTS IN TRANSIT			N/A
CAPITAL ONE AUTO FINANCE			+
			+
			+
			-
			-
			-
VALUE OF TRADE	STOCK NO.		+
	N/A		+

* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE (\$75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FEE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEES. UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE OR A SPECIAL OR DISTINCTIVE PLATE TO ANY MOTOR VEHICLE ISSUING OFFICE. **THE \$349 DELIVER FEE REPRESENTS COST IN PREPARING YOUR VEHICLE AND ALL NECESSARY PAPERWORK AND ADDITIONAL DEALER PROFIT. THIS FEE IS NOT MANDATED OR IMPOSED BY THE STATE OF NEW YORK *** NEW YORK STATE LAW REQUIRES US TO ACCEPT AND MANAGE WASTE TIRES FORM VEHICLES IN EXCHANGE FOR AN EQUAL NUMBER OF NEW TIRES THAT WE SELL OR INSTALL. WE ARE REQUIRED TO CHARGE A SEPARATE AND DISTINCT WASTE TIRE MANAGEMENT AND RECYCLING FEE OF \$2.50 FOR EACH NEW TIRE WE SELL. ANY ADDITIONAL TIRE MANAGEMENT RECYCLING COSTS ARE INCLUDED IN THE ADVERTISED PRICE OF THE NEW TIRE.

ADDITIONAL TERMS AND CONDITIONS

1. As used in this Order the terms (a) 'Dealer' shall mean Victory Mitsubishi, et. al (b) 'Purchaser' shall mean the party executing this Order as such on the face hereof and (c) 'Manufacturer' shall mean the corporation or other business entity that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.

2. If this Order is cancelled and a used vehicle has been traded in as a part of the consideration for such motor vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such used vehicle has been previously sold by Dealer, Dealer will refund the wholesale value of the vehicle as set forth in the current Galves Listing or any other accepted guide used within the industry, less any expenses incurred by Dealer. Bank financing arranged through this dealership may involve rates different from and greater than those available directly from banks. Various incidental items such as Extended Service Agreements may be sold by this Dealership to the Purchaser in conjunction with the sale of this vehicle. The amount charged to the Purchaser by this Dealership may be greater than this Dealership's cost. In addition, this Dealership may assist the Purchaser in acquiring financing, and various other items from third parties which are incidental to the acquisition of a vehicle, in which case this Dealership may receive payment from such third parties.

3. If the used motor vehicle which has been traded in as a part of the consideration for the vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.

4. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used vehicle traded in as a part of the consideration for motor vehicle ordered hereunder at the time of delivery of such used vehicle to Dealer. Purchaser warrants any such used vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on the front of this Order.

5. Unless the Order shall have been canceled by Purchaser under and in accordance with the provisions of paragraph 3 or 13, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle ordered hereunder and to comply with the terms of this Order to retain as liquidated damages any cash deposit made by Purchaser, or such portion thereof as is stated on the front of this contract, and, in the event a used vehicle has been traded in as a part of the consideration for the vehicle ordered hereunder, to sell such used vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser. Purchaser acknowledges that the retention of the deposit may not satisfy the buyer's obligation with respect to cancellation fee.

6. The delivery date stated on the front of this Order is an estimate only, and Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

7. The cash price for the vehicle specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume (Federal, State or Local). Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.

8. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE VEHICLE DESCRIBED ON THE FACE HEREOF EXCEPT AS A SPECIFICALLY PROVIDED IN WRITING ON THIS CONTRACT OR IN A SEPARATE WRITING FURNISHED TO PURCHASER BY DEALER, OR UNDER THE LAWS OF THE STATE OF NEW YORK. THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY TO THE VEHICLE COVERED BY THIS ORDER, IF ANY, SHALL BE DETERMINED BY PURCHASER SOLELY FROM THE TERMS OF SUCH WARRANTY AND DEALER MAKES NO REPRESENTATIONS WITH RESPECT THERETO.

9. The purchaser, before or at the time of delivery of the vehicle covered by this Order will execute such other forms of agreement or document as may be required by the terms and conditions of payment indicated on the front of this Order.

10. This agreement shall be interpreted under and governed by the laws of the State of New York and in the event of litigation same shall be instituted only in a court of competent jurisdiction in the State and County of New York, at the place where Dealer has its main office and the defendant shall waive lack of jurisdiction of such court as a defense. If any provision hereof or the application of any provisions to any person or circumstances is held invalid or unenforceable, the remainder hereof and the application of such remaining provisions to other persons or circumstances shall remain valid and enforceable.

11. The parties to this agreement together with their heirs, distributees, successors or assigns waive all right to a trial by jury in any proceeding, action or counterclaim thereto pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or any other Agreement related thereto, except that Purchaser does not waive any right to a trial by jury in any proceeding or action arising out of or in connection with any retail installment contract.

12. Purchaser acknowledges and consents that Dealer may not currently have lawful title to the vehicle, and that it may require as much as three months or more for Dealer to obtain title. In the event that by reason of Dealer's fault Dealer is unable to obtain title within 90 business days, Purchaser shall be entitled to receive, at Dealer's option, a refund of all monies paid by Purchaser or an equivalent replacement vehicle, less a reasonable deduction for mileage and damage to vehicle.

13. IF FINANCING FOR THIS VEHICLE IS TO BE ARRANGED BY DEALER, THIS ORDER MAY BE CANCELLED AND ANY DEPOSIT REFUNDED UPON WRITTEN REQUEST OF PURCHASER IF SUCH FINANCING CANNOT BE ARRANGED WITHIN TEN BUSINESS DAYS.

Terms of Warranty as required by New York State Law

"I", "me" and "my" refer to the Buyer, "You" and "your" refer to the Seller. You warrant that you will repair or replace, without cost to me, the failure of a covered part on the vehicle described in the agreement between you and me on the following conditions:

[1] Term and possible overlapping manufacturer's warranty. If the vehicle has 36,000 miles or less, the warranty shall be 90 days or 4,000 miles. If the vehicle has more than 36,000 miles but less than 80,000 miles, the warranty shall be 60 days or 3,000 miles. If the vehicle has more than 80,000 miles but less than 100,000 miles the warranty shall be 30 days or 1,000 miles, whichever comes first. The mileage is shown on the agreement between you and me. If the vehicle is covered by a new car warranty from its manufacturer, that warranty will be my only remedy while it shall continue and this warranty from you shall be effective for the period of time between the expiration of the manufacturer's warranty and the remaining term of this warranty, if any. The term of this warranty is extended for periods during which the vehicle is in the possession of you or your agent for repairs and/or during which repair services are not available because of war, invasion, strike, fire, flood, or other natural disaster.

[2] Vehicles covered. This warranty only applies to a used passenger vehicle (excluding motorcycles, motor homes and off-road vehicles) with a purchased price of at least \$1,500.00. This warranty does not apply to classic cars registered pursuant to Section 401 of the Vehicles and Traffic Law.

[3] Parts covered by this warranty. The following parts only are covered:

- (a) Engine. All lubricated parts, water, and fuel pump, manifolds, engine block, cylinder head, rotary engine housing, flywheels;
- (b) Transmission. Transmission case, internal parts, torque converter;
- (c) Drive Axle. Front and rear axle housings, internal parts, axle and propeller shafts, universal joints;
- (d) Brakes. Master and wheel cylinders, vacuum assist booster, hydraulic lines, fittings and disk brake calipers;
- (e) Radiator;
- (f) Steering. Steering gear housing, all internal parts, power steering pump, valve body, pinion and rack;
- (g) Alternator, generator, starter, ignition system (except battery).

[4] Items not covered. This Warranty does not cover:

- (a) failure of covered parts caused by lack of customary maintenance, collision, abuse, negligence, theft, vandalism, fire or other casualty, or damage from the environment, or if the odometer has been stopped or altered so that the vehicle's actual mileage cannot be readily determined or if a covered part has been altered so as to cause it or another part to fail.
- (b) maintenance services and parts used in connection with such services such as seals, gaskets, fluids, oil or grease unless required in connection with a repair of a covered part;
- (c) tune up;
- (d) failure resulting from racing or competition, towing a trailer or another vehicle (unless vehicle purchased is equipped for this as recommended by the manufacturer);
- (e) failure if the vehicle is used to carry passengers for hire or rented to someone else;
- (f) repair to valves and/or rings to correct low compression and/or oil consumption which are considered normal wear

[5] Limitation of damages. You shall not be held responsible for property damage arising or allegedly arising out of the failure of a covered part and agree that you will not be liable to me for the loss of the use of the vehicle, the loss of time, inconvenience, commercial loss, incidental, consequential or special damages.

[6] Who may enforce the warranty. This warranty may be enforced by me, or if the vehicle is transferred to my spouse or child, by my spouse or child. No other person may enforce this warranty.

[7] Other warranties. This warranty is in lieu of any other express warranty by you. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY LIMITED TO THE SAME TERM AS THIS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages. Some of the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.

[8] Notice of warranty claims. To make a claim under this warranty, I must notify you of the claim within the specified warranty period.

DEALER MAY CANCEL THIS CONTRACT IF VEHICLE DESCRIBED ON THE REVERSE SIDE HAS NOT BEEN PAID FOR IN FULL AND ACCEPTED BY PURCHASER WITHIN 3 DAYS OF THE DELIVERY DATE SPECIFIED ON REVERSE SIDE. CUSTOMER DEPOSIT WILL IN THIS CASE BE REFUNDED IN FULL.

RO612766 Q

LAW 553-NY-B-A-eps 10/18**RETAIL INSTALMENT CONTRACT
SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)**

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code) FARAH JEAN FRANCOIS REDACTED	Co-Buyer Name and Address (Including County and Zip Code) N/A N/A	Seller-Creditor (Name and Address) VICTORY MITSUBISHI 4070 Boston Rd BRONX, NY 10475
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2017	BMW 5 SERIES	WBAJA7C38HG904646	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
13.66 %	\$ 13,863.19	\$ 29,462.81	\$ 43,326.00	\$ 9,000.00 is \$ 52,326.00

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X _____

Co-Buyer Signs X N/A _____

Your Payment Schedule Will Be:

(e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	601.75	Monthly beginning 07/29/20
N/A	N/A	N/A

GAP Waiver Notice

☒ If this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss if the vehicle were not a total loss and you were to prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle immediately before the loss.

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 1.00 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment. If you pay early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

WARRANTIES

The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, under the certificate of serviceability that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City.

Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties means that you get no express warranties, and no implied warranties of merchantability or fitness for a particular purpose.

The following notice only applies to used vehicles bought in New York City:

IMPORTANT NOTICE TO BUYER

- (A) STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.
- (D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 639-9675.

Buyer Signs X _____ Co-Buyer Signs X N/A _____

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ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including \$ 3,105.81 sales tax)	\$ 35,100.81 (1)
2 Total Downpayment =	
Your trade-in is a _____ N/A	
Year _____ Make _____ Model _____ Vehicle Identification No. _____	
Gross Trade-In Allowance	\$ N/A
Less Prior Credit or Lease Balance (e)	\$ N/A
Equals Net Trade In	\$ N/A
+ Cash	\$ 9,000.00
+ Other N/A	\$ N/A
+ Other N/A	\$ N/A
(If total downpayment is negative, enter "0" and see 4I below)	\$ 9,000.00 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 26,100.81 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf	
(Seller may keep part of these amounts):	
A Cost of Optional Credit Insurance	
Paid to Insurance Company or Companies	
Life \$ _____ N/A	
Disability \$ _____ N/A	\$ N/A
B Vendor's Single Interest Insurance Paid to Insurance Company	\$ N/A
C Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
D Fees Paid to Government Agencies	
to NY STATE for INSPECTION	\$ 37.00
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
E Government Taxes Not Included in Cash Price	\$ N/A
F Government License and/or Registration Fees	
LIC & REG FEES	\$ 250.00
G Government Certificate of Title Fees	\$ N/A
H Government Waste Tire Management Fee	\$ N/A
I Other Charges (Seller must identify who is paid and describe purpose)	
to N/A for Prior Credit or Lease Balance (e)	\$ N/A
to VICTORY MITSUBISHI for DOC FEE	\$ 75.00
to INTERSTATE (STAR AUTO) for SERVICE CONTRACT	\$ 3,000.00
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 3,362.00 (4)
5 Amount Financed (3 + 4)	\$ 29,462.81 (5)

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before _____ N/A, Year _____ N/A. SELLER'S INITIALS _____ N/A

☐ **VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance):** If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, the cost of this insurance is \$ _____ N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Returned Check Charge: You agree to pay a charge of \$ 20 if any check you give us is dishonored.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked below.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both
 Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A N/A
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

☐ N/A N/A
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name

N/A

Home Office Address

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

X N/A N/A
 Buyer Signature Date
 X N/A N/A
 Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used vehicle from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of New York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject to certain conditions. See the NYC Used Car Contract Cancellation Option agreement for details.

☐ If checked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at the time the Balloon Payment is due:

- a) ☐ You may pay your Balloon Payment when due.
- b) ☐ You may refinance the Balloon Payment. See paragraph 1.e. below for details.
- c) ☐ You may sell the vehicle back to us. See paragraph 1.e. below for details. If you exercise this option, \$ N/A per mile for each mile in excess of N/A miles shown on the odometer will be deducted from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.e.

Trade-In Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 2 of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate. If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor.

Buyer Signature X N/A

Co-Buyer Signature X N/A

OTHER IMPORTANT AGREEMENTS**1. FINANCE CHARGE AND PAYMENTS**

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- e. **Balloon Payment Options.** Your Balloon Payment is due and payable as disclosed above. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked above, you have the following options.

Pay in Full. You may pay the Balloon Payment in full when due.

Refinance. You may refinance the Balloon Payment unless you are in default under the contract. If we have advanced funds to cure any default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be

fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will provide you with the disclosures required under the federal Truth in Lending Act in the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.

Sell Back. You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described on this page. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment.

You must pay us the excess mileage fee shown above. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** The following paragraph does not apply if the box in the GAP Waiver Notice on page 1 of this contract is checked.

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. The terms and conditions of your liability if the vehicle is damaged, destroyed, or missing are described in a separate document you sign. The document is a part of this contract.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

- c. **Security Interest.**

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:

- You do not pay any payment on time;
- You give false, incomplete, or misleading information on a credit application;
- You start a proceeding in bankruptcy or one is started against you or your property; or
- You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. **You may have to pay collection costs.** If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will pay will be 15% of the amount you owe.

- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.

- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale (reinstate). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an instalment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we sell it.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

6. APPLICABLE LAW

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION**PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.**
- 2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.**
- 3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.**

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs **X** Co-Buyer Signs **X** N/A

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

RETAIL INSTALMENT CONTRACT

Buyer Signs **X** Date 06/29/20 Co-Buyer Signs **X** N/A Date N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here **X** N/A Address N/A

Seller signs VICTORY MITSUBISHI Date 06/29/20 By **X** Title N/A

Seller assigns its interest in this contract to CAPITAL ONE AUTO FINANCE (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☒ Assigned without recourse

☐ Assigned with limited recourse

Seller VICTORY MITSUBISHI

By

Title